

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	:	<b>CRIMINAL NO. 07-_____</b>
	:	
<b>v.</b>	:	<b>DATE FILED:</b>
	:	
<b>JOEANN MARTIN BARNES</b>	:	<b>VIOLATION:</b>
	:	<b>18 U.S.C. § 1001 (false statement) – 1 count</b>
	:	<b>18 U.S.C. § 641 (conversion of government</b>
	:	<b>funds) – 1 count</b>

**INFORMATION**

**COUNT ONE**

**THE UNITED STATES ATTORNEY CHARGES THAT:**

At all times material to this information:

1. The Department of Veteran's Affairs (VA) was an agency of the United States which, among other things, administered a Dependency and Indemnity Compensation (DIC) program for qualifying surviving spouses and children of deceased veterans.

2. In relevant part, the DIC program provided compensation to a surviving spouse or children of a deceased veteran where the veteran had a service-connected disability, and the veteran's death was causally related to the service-connected disability. A surviving spouse's entitlement to DIC benefits terminated upon remarriage or death.

3. Theodore R. Martin was a veteran of the United States Army with a service-connected disability.

4. On or about October 10, 1956, Theodore R. Martin and defendant JOEANN MARTIN BARNES were married.

5. On January 31, 1975, Theodore R. Martin died.

6. After Theodore R. Martin died, defendant JOEANN MARTIN BARNES was eligible to receive DIC benefits for so long as she lived or did not remarry.

7. On or about January 31, 1975, defendant JOEANN MARTIN BARNES applied to the VA for DIC benefits, as the surviving spouse of Theodore R. Martin.

8. On or about October 17, 1975, the VA granted DIC benefits to defendant JOEANN MARTIN BARNES. The VA's award letter to defendant expressly stated that "[p]ayments of compensation to or for a widow(er) will be discontinued upon remarriage or death. If you are the widow(er) of the veteran and you remarry, do not endorse any check made payable to you as the veteran's widow(er). All such checks should be returned with a statement showing the date of your remarriage so that your compensation may be adjusted up to this date."

9. On April 24, 1981, defendant JOEANN MARTIN BARNES married Leroy Barnes in a ceremonial marriage in Elkton, Maryland.

10. At various times, the VA mailed to defendant JOEANN MARTIN BARNES a marital status questionnaire in which the VA advised defendant that "[g]enerally, a surviving spouse's entitlement to DIC ends with remarriage" and reminded defendant that she was "responsible for reporting any change in [her] marital status." Defendant, however, failed to disclose to and intentionally concealed from the VA her remarriage to Leroy Barnes.

11. In or about December 2006, more than twenty-five years after the event, the VA learned that defendant JOEANN MARTIN BARNES remarried. Upon learning of her remarriage, the VA terminated defendant's DIC benefits.

12. Beginning in April 1981 and continuing through December 2006, defendant JOEANN MARTIN BARNES failed to notify the VA of her remarriage to Leroy Barnes. By her failure to disclose and intentional concealment of her remarriage, defendant obtained approximately \$136,948 in DIC benefits from the VA to which defendant knew she was not entitled.

13. On or about September 5, 2006, in the Eastern District of Pennsylvania, defendant

JOEANN MARTIN BARNES,  
in a matter within the jurisdiction of the executive branch of the government of the United States, knowingly and willfully made a materially false statement when she represented in a signed statement submitted to the Department of Veteran's Affairs, a federal agency, that she had not remarried, when, as defendant JOEANN MARTIN BARNES knew, after the death of her husband, the veteran Theodore R. Martin, she had married Leroy Barnes on April 24, 1981, an event which would have affected defendant's eligibility to continue to receive DIC benefits.

In violation of Title 18, United States Code, Section 1001.

## **COUNT TWO**

### **THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:**

1. The Railroad Retirement Board (RRB) was an agency of the United States which, among other things, administered a pension program for retired railroad workers. In relevant part, entitlement to an RRB retirement annuity terminated with the death of the retiree.

2. Leroy Barnes was a retired Amtrak employee.

3. On April 24, 1981, defendant JOEANN MARTIN BARNES married Leroy Barnes in a ceremonial marriage conducted in Elkton, Maryland.

4. Leroy Barnes received an RRB retirement annuity during his lifetime. On September 7, 1991, Leroy Barnes died.

5. Defendant JOEANN MARTIN BARNES failed to disclose and intentionally concealed Leroy Barnes's death from the RRB. Unaware that Leroy Barnes was dead, the RRB continued to pay to Leroy Barnes his monthly retirement annuity benefit.

6. In April 2003, nearly twelve years after Leroy Barnes died, the RRB learned that Leroy Barnes was dead and terminated Leroy Barnes's retirement annuity payments.

7. Defendant JOEANN MARTIN BARNES improperly caused to be credited to her bank accounts approximately \$132,968 in RRB retirement annuity payments that were intended for Leroy Barnes, who was deceased, and which defendant knew she was not entitled to receive.

8. Beginning in or about September 1991 and continuing through in or about April 2003, in the Eastern District of Pennsylvania, defendant

JOEANN MARTIN BARNES

knowingly converted to her own use money of the United States in excess of \$1,000, that is, approximately \$132,968 in Railroad Retirement Board retirement annuity payments, which were intended for payment to Leroy Barnes, who was deceased, and which defendant knew she was not entitled to receive.

In violation of Title 18, United States Code, Section 641.

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**PATRICK L. MEEHAN**  
**UNITED STATES ATTORNEY**